No. RD. 64. AQL 69, dated 1st March 1969

In exercise of the powers conferred by Section 41 of the Land Acquisition Act (1 of 1894) as amended by the Mysore Act 17 of 1961, the agreement entered into by the Manager, Ugar Sugar Works Ltd., with the Government of Mysore, as annexed hereto is hereby published as required by the said section.

Agreement.

An agreement made this the sixth day of January, One thousand nine hundred and sixty nine between the Ugar Sugar Works Ltd., a Joint Stock Company, registered under the Sangli State Companies Act, and having its registered office at Wakharbhag, Sangli, District Sangli hereinafter called "the Company", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigned of the part, and the Government of Mysore of the other part.

Whereas the principal objects for which the Company is established are:—

1 To produce, manufacture or turn out sugar or jaggery or to produce, manufacture or turn out jaggery from sugar cane or such other material produced or crop cultivated or purchased by the Company and as may be found capable of producing sugar or jaggery.

2 To cultivate or give for cultivation land, and to do all such incidental things as may be deemed necessary, for growing, planting and producing sugar cane or agricultural produce of any and every description type quality and brand as shall be found capable of producing sugar and jaggery therefrom and to cultivate any other profitable crop other than sugarcane on the lands held by the Company and to manufacture finished goods out of the said crops.

3 The manufacture, buy, sell and generally deal in plant machinery, tools, goods or things of any description, which in the opinion of the Company may be conveniently dealt with by the Company in connection with any of the objects.

4 To esstablish and conduct a work-shop or a machanical workshop for carrying on repairs to articles and things and as well repair and manufacture the tools or parts necessary for various machines, improvements, furniture, or things.

5 To undertake and carry on work of experimenting, testing, improving and or any patents, inventions, discoveries or information connected with or incidental to or if found beneficial and advantageous to the works or business undertaken or proposed to be undertaken by the Company and to spend any money or sums money over any or some of such undertaking.

6 To manufacture from the molasses, combustible fuel or petrol or such other substance subject to the permission of the Government and to spend necessary sum or sums of money therefor and for objects incidental and necessary therefor.

7 To manufacture, prepare, or extract, subject to the permission of the Government power and/or Industrial Alcohol or its by-products by setting up the necessary for the same.

8 To manufacture syrup, chocolates, peppermints or such other articles as can be conveniently manufactured.

9 To engage in business as byers and dealres or manufactures of manures from cattle Refuse, fishes, Oil-cakes, groundnuts and other articles of all sorts and brands, including chemical composition and/or processes at present in vogue or coming in/use in future and also to undertake the manufacture of chemicals.

10 To set up machinery such as Decorticators and expellers and to manufacture oil cakes and also to engage in business as buyers and dealers of such oil-cakes of the various articles relating thereto.

11 To make provisions for the health education, amusements or other needs of the servants of the Company and their dependants.

And whereas the Company has applied to the Government of Mysore (hereinafter referred to as "The Government") that certain lands measuring 2 acres out of S. No 48/8 and 48/10 of Ugarkhurd village, in Athani Taluka of the Belgaum District, more particularly described in the schedule hereto annexed (and hereinafter refer to as "the said land"), should be acquired under the provisions of the Land Acquisition Act 1894 (Central Act No. I of 1894) as amended by the Land Acquisition Act (Mysore Extension and Amendment) Act 1961 (Mysore Act 17 of 1961) (Hereinafter referred to as "the said Act") for the following purposes, namely:—

FOR CONSTRUCTION OF QUARTERS FOR EMPLOYERS OF UGAR SUGAR WORKS, TALUKA ATHANI.

And Whereas the Government having caused an inquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such inquiry that the acquisition of the said land is needed for construction of quarters for employees of Ugar Sugar Works, Taluka Athani has consented to the provisions of the said act being put in force in order to acquire the said land for the company and has pursuant to section 41 of the said Act required the Company to enter in to an Agreement hereinafter contained with the Government.

Now there presents, witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire the said land for the Company on the following conditions namely.

1 The Company shall pay to the Government the entire cost as determined by the Government of the acquisition of the said land, including all complet on damages, costs, charges and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the original or Appellate Courts and including the costs on account of

any establishment and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded as prescribed by Government or any other order which may be issued by the Government hereafter in supersession of modification or the said orders. The monies which shall be payable by the Company under this clause shall be paid by it by the initial deposit with the Deputy Commissioner, Belgaum (hereinafter called 'The Deputy Commissioner") of the sum of rupees Twenty-three hundred (Rs. 2,300) within seven days after the execution of this agreement and thereafter by payment to the Deputy Commissioner within fourteen days after demand by the Deputy Commissioner in writing of such further amount or amounts as the Deputy Commissioner shall from time time estimate to be required for the purpose of paying or disbursing any compensation, damages, costs, charges or expenses hereinbefore referred to.

2 On payment of the entire cost of the acquisition of the said land, as hereinabove referred to the whole of the said land shall as soon as conveniently may be transferred to the Company, at the cost in every respect of the Company so as to vest in the Company, subject to the provisions of the Mysore Land Revenue Act, 1964 (hereinafter called the "said Act") and the rules made thereunder and subject also to the provisions of this agreement as to the terms on which the land shall be held by the Company.

3 The said land when so transferred to/and vested in the company, shall be held by the Company as its property to be used only in furtherence of and for purpose for which it is acquired, subject nevertheless to the payment of agricultural, non agricutural or other assessment if and so far as the said land is or may from time to time be liable to such assessment under the provisions of the said Act and the rules made thereunder, and the local cess-es, as the case may be.

4 (i) That the Company shall not, except with the previous sanction of the appropriate Government, use the land for any purpose other than that for which it is acquired.

(ii) That the time within which the dwelling houses or amenities directly connected therewith shall be erected or provided or the building or work shall be constructed or executed shall not exceed three years from the date of transfer of the land to the Company.

(iii) That where the appropriate Government is satisfied after such enquiry as it may deem necessary that the Company was prevented by reasons beyond its control from erecting, providing constructing or executing dwelling/houses or amenities or any building or work within the time specified in the agreement, the appropriate Government may extend the time for that purpose by a period not exceeding one year at a time so however that the total period of extension shall not exceed three years.

(iv) That if the Company commits a breach of any of the conditions provided for in the agreemnet the appropriate Government may make an order declaring the transfer of the and to the company as null and void whereupon the land shall revert back to the appropriate Government and directing that an amount not exceeding one fourth of the amount paid by the Company to the appropriate Government as, the cost of acquisition under clause (1) of Section 41 of the Act shall be forfeited to the appropriate Government as damages and the balance shall be refunded to the Company, and the order so made shall be final and binding.

(v) that if the company utilises only a portion of the land for the purpose for which it was acquired and the appropriate Government is satisfied that the company can continue to utilise the portion of land used by it even if the unutilised part thereof is resumed, the appropriate Government may make an order declaring the transfer of the land with respect to the unutilised portion thereof as null and void thereupon such unutilised portion shall revert back to the appropriate Government and directing that an amount not exceeding one fourth of such portion of the amount paid by the company as cost of the acquisition under clause (1) of the Section 41 of the Act, as is relatable to the unutilised portion shall be forfeited to the appropriate Government as damages and that balance of that portion shall be refunded to the company and the order so made, shall, subject to the provisions of the clause (vi) be final and binding.

(vi) that where there is any dispute with regard to the amount relatable to the unutilised portion of the land such dispute shall be referred to the Court within whose jurisdiction the land or any part thereof is situated and the decision of the court thereon shall be final.

(vii) Where the company commits a breach of any of the terms of the agreement, the appropriate Government shall not make an order under clause (iv) or clause (v) above, unless the Company has been given an opportunity of being heard in the matter.

(viii) The appropriate Government shall consult the Committee before according any sanction under clause (i) above or extending the time under clause (iii) above or making any order under clause (iv) or clause (v) above.

5) (i) that in any case of urgency where possession of any land as proposed to be taken under Section 17 before an award has been made under Section 11 of the Act, the company shall deposit with the Deputy Commissioner, Belgaum, free of interest, such amount being not more than 2/3 of the approximate amount of compensation payable in respect of the land as determined under clause (ii) of sub-rule 2 of rule 4 of Land Acquisition (Company) Rules, 1963 and within such time as the Depury Commissioner, Belgaum, thinks fit to specify in this behalf.

(ii) Where any amount has been deposited with the Deputy Commissioner under sub-clause 1 of clause 5 the Deputy Commissioner shall tender payment of the amount so deposited to the persons interested who, in the opinion of the Deputy Commissioner are entitled to receive payment of compensation under sub-section (1) of Section 31 of the Act and shall pay it to them, unless prevented by some one or more of the contingencies mentioned in sub-section (2) of Section 31 of the Act, subject to the following conditions namely:—

(1) the execution of an agreement by each recipient that the amount received by him would be adjusted against the compensation finally awarded and that where the amount received by him exceeds the amount of the compensation

finally awarded the excess amount shall be recoverable from him as arrears of land revenue and that he shall not claim any interest under the provisions of the Act in respect of the amount received by him under this sub-rule; and

(2) the execution of a Bond by each recipient with or without sureties as the Deputy Commissioner may decide undertaking to indemnify the appropriate Government against any claim for compensation or part thereof by any other person.

(5) If the amount deposited by the Company under sub-clause (1) of clause 5 or any part thereof is not paid under sub-clause (4) of clause 5 the Deputy Commissioner shall as soon as practicable, refund the same to the company.

All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the company.

The Schedule above referred to :

District : Belgaum. Taluka : Athani, Village : Ugarkhurd.

S. No.	Area
48/8	1-00
48/10	1—00
	2—00

To be acquired for construction of quarters for Employees of Ugar Sugar Works, Taluka Athani.

In witness whereof, Shri D. M. Kulkarni, B.A, LL.B., Factory Manager hath for and on behalf of the Company, Ugar Sugar Works Ltd., set his hand and the seal of the Company and the Deputy Commissioner of Belgaum hath on behalf of the Government of Mysore, set his hand and affixed the seal hereto the day and year first above written.

Signed, sealed and delivered by :

On behalf of M/s. Shirgaokar Brothers,
Managing Agents of
THE UGAR SUGAR WORKS LTD.
Sd/- D. M. KULKARNI
POWER OF ATTORNEY HOLDER,

in the presence of :
(1) Sd/ G. V. Naik, Ugarkhurd.
(2) Sd/- V. A. Shetti, Chikodi.
Before me
Sd - XX
Asst. Commissioner C.D. Chikodi.

THE UGAR SUGAR WORKS LTD
UGAR KHURD
Dist :
BELGAUM.

Signed, sealed and delivered by :
in the presence of :
(1) Sd/- R. V. Savalgi
(2) S / A. G. Mattapathi

Sd/- H. Maharudraiah
Deputy Commissioner Belgaum,
Dist. Belgaum on behalf of
Government of Mysore.
For and on behalf of the Governor of Mysore,
Sd/- H. R. Thippiah, 2/2/69
Deputy Secretary to Government,
Revenue Department.

In the presence of :
Sd/ K. Siddayya 20/2/69
Under Secretary to Government,
Revenue Department

By Order and in the name of the Governor of Mysore,
K. SIDDAYYA,
Under Secretary to Government,
Revenue Department